

1 Teresa M. Corbin (SBN 132360)
Denise M. De Mory (SBN 168076)
2 Jaclyn C. Fink (SBN 217913)
HOWREY LLP
3 525 Market Street, Suite 3600
San Francisco, California 94105
4 Telephone: (415) 848-4900
Facsimile: (415) 848-4999

5 Attorneys for Defendants AEROFLEX INCORPORATED,
6 AEROFLEX COLORADO SPRINGS, INC., AMI
SEMICONDUCTOR, INC., MATROX ELECTRONIC
7 SYSTEMS, LTD., MATROX GRAPHICS, INC., MATROX
INTERNATIONAL CORP., and MATROX TECH, INC.
8

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 RICOH COMPANY, LTD.,

13 Plaintiff,

14 vs.

15 AEROFLEX INCORPORATED, AMI
SEMICONDUCTOR, INC., MATROX
16 ELECTRONIC SYSTEMS LTD., MATROX
GRAPHICS INC., MATROX
17 INTERNATIONAL CORP., MATROX TECH,
INC., AND AEROFLEX COLORADO
18 SPRINGS, INC.,

19 Defendants.
20
21

Case No. C03-04669 MJJ (EMC)

**AMENDED STIPULATION AND ORDER
RE SUPPLEMENTAL PRODUCTION IN
ACCORDANCE WITH JUDGE CHEN'S
APRIL 20, 2006 ORDER**

22 **IT IS HEREBY STIPULATED AND AGREED** by and between Ricoh Company, Ltd.
23 ("Ricoh") and Aeroflex Incorporated, AMI Semiconductor, Inc., Matrox Electronics Systems, Ltd.,
24 Matrox Graphics Inc., Matrox International Corp., Matrox Tech., Inc. and Aeroflex Colorado Springs,
25 Inc. (the "Defendants") that:

26 1. A "Commercial ASIC" is any ASIC (as defined in U.S. Patent No. 4,922,432 at Col.
27 1:13-17) that was, between 1997 and the present, (1) synthesized using Design Compiler for which (2)
28 revenue was received and (3) one or more physical ASICs were manufactured (whether considered to

1 be a prototype or not). To avoid any doubt, all three criteria must be met and all three criteria must
2 have occurred between 1997 and the present for an ASIC to qualify as a "Commercial ASIC."

3 2. Subject to the limitations set forth in the paragraphs below, the Defendants will identify
4 and produce documents relating to Commercial ASICs synthesized between 1997 and the present by
5 subsidiaries, including those ASICs for which synthesis was performed before acquisition of the
6 subsidiary or its assets, for any Commercial ASIC either synthesized in the United States or sold in the
7 United States, except that Commercial ASICs synthesized before an acquisition or asset purchase will
8 not be identified if the acquiring party did not obtain rights to the ASICs. The Defendants will identify
9 and produce documents, subject to the limitations set forth below, relating to Commercial ASICs
10 synthesized by third parties provided that the synthesis was done at the request, direction or control of
11 any named party.

12 3. For all newly identified products, Ricoh agrees to accept production of only "product
13 packages" and financial information. The "product package" for a newly identified Commercial ASIC
14 will include, to the extent it exists and is within the producing Defendant's possession, custody or
15 control, the (1) script(s), including DC setup files, (2) inputs, including RTL inputs,¹ (3) technology
16 library(ies), (4) log file(s) and (5) netlist(s) for the newly identified Commercial ASIC.

17 4. For all newly identified Commercial ASICs, the Defendants agree to produce financial
18 documents including sales and cost information to the extent such information exists and is within the
19 producing Defendant's possession, custody or control, with the following qualification: if all synthesis
20 was done in the United States, or the RTL or technology library was supplied from the United States,
21 or the netlist or mask data was shipped into the United States for manufacturing, then the producing
22 Defendant will produce worldwide sales information for the newly identified Commercial ASIC.
23 Otherwise, the producing Defendant will produce only information regarding sales in the United
24 States.

25
26 _____
27 ¹ The Defendants shall determine whether any third party, non-Synopsys software (e.g., a flowchart translator) was used to
28 convert an input specification to RTL. If so, the Defendants shall identify such third party software and produce the input
specification and the converted RTL.

1 5. The Defendants will update their product declarations and library declarations (to the
2 extent such updates are called for by newly identified ASICs) by May 10.

3 6. The Defendants will make good faith efforts to produce all documents by May 15. The
4 product packages will be produced in an electronically searchable format. The financial documents
5 will be produced in bates labeled and a native electronic format, to the extent such format exists.

6 7. To the extent that a particular Defendant does not have a complete product package or
7 financial information for a newly identified ASIC, the Defendant will inform Ricoh that it does not
8 have such information. To the extent the Defendant knows if such information is in the possession,
9 custody, and control of a third party, it will identify such third party. To the extent that responsive
10 information is the possession, custody or control of third parties known to the Defendants, the
11 Defendants will cooperate in good faith in assisting Ricoh to obtain such information by requesting
12 that the third party provide such information to it. Ricoh, however, understands that the Defendants'
13 obligations under this Stipulation are limited to making good faith requests.

14 8. The Defendants will make good faith efforts to provide additional 30(b)(6) deponents
15 before June 9. The Defendants will work in good faith to try to schedule depositions such that all or
16 most of the 30(b)(6) deponents are produced in one location in a one week period.

17 9. This Stipulation resolves the issues raised by Ricoh's Motion for Sanctions filed on
18 February 21, 2006. If the Defendants fail to perform in accordance with any of the terms of this
19 Stipulation, Ricoh reserves the right to seek evidentiary, monetary, or other sanctions.

20 10. To the extent that new Commercial ASICs are identified, Ricoh and the Defendants
21 agree that Ricoh's Final Infringement Contentions served on March 24, 2006 shall, in substantial part,
22 satisfy Ricoh's obligations to produce Final Infringement Contentions with regard to the newly
23 identified Commercial ASICs. Ricoh, however, shall supplement its Final Infringement Contentions
24 for each newly identified Commercial ASIC by identifying only the inputs that satisfy the following
25 elements of claim 13: "storing data describing a set of available integrated circuit hardware cells for
26 performing the actions and conditions defined in the stored set" and "describing for a proposed
27 application specific integrated circuit a series of architecture independent actions and conditions." To
28 the extent that the Defendants produced declarations, documents, and deponents as set forth above,

Ricoh will provide this supplement on or before June 19, 2006. In the event that the above deadlines are not met, the parties will meet and confer in good faith regarding an appropriate time for supplementation.

Dated: May 5, 2006

HOWREY LLP

By: /s/ Denise M. De Mory
Attorneys for Defendants AEROFLEX
INCORPORATED,
AEROFLEX COLORADO SPRINGS, INC., AMI
SEMICONDUCTOR, INC., MATROX ELECTRONIC
SYSTEMS, LTD., MATROX GRAPHICS INC.,
MATROX INTERNATIONAL CORP. and MATROX
TECH, INC.

Dated: May 5, 2006

DICKSTEIN SHAPIRO MORIN & OSHINSKY, LLP

By: /s/ Kenneth W. Brothers
Kenneth W. Brothers (*pro hac vice*)

ALTSHULER, BERZON NUSSBAUM, RUBIN &
DEMAIN
Jeffrey B. Demain
Attorneys for Plaintiff and Defendant
RICOH COMPANY, LTD.

ORDER

Pursuant to stipulation, it is so ordered. The continued hearing on Ricoh's Motion for Sanctions set for May 3, 2006 is hereby vacated.

This order terminates Docket No. 358.

DATED: _____

EDWARD M. CHEN
United States Magistrate Judge